

Rules and Regulations Governing Transportation Provided by Motor Carriers of Property

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PUBLIC UTILITIES COMMISSION
DIVISION OF PUBLIC UTILITIES AND CARRIERS
PROVIDENCE, RHODE ISLAND

RULES AND REGULATIONS

GOVERNING THE TRANSPORTATION PROVIDED BY MOTOR CARRIERS OF
PROPERTY

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Rule No. 1 - DEFINITIONS (Definitions of words or phrases as used herein)

Administrator

The Administrator, Division of Public Utilities and Carriers

Abandoned Vehicle

Any vehicle which meets any of the following three (3) tests:

- (1) A vehicle that is inoperable, over eight (8) years old, and is left unattended on public property for more than forty-eight (48) hours; or,
- (2) A vehicle that has remained illegally on public property for a period of more than three (3) days; or,
- (3) A vehicle that has remained on private property without the consent of the owner or person in control of the property for more than three (3) days.

Abandoned Vehicle of No Value

Any motor vehicle which meets any of the following three tests:

- (1) Any motor vehicle that is inoperable, over ten (10) years old, and is left on public property for more than forty-eight (48) hours; or,
- (2) Any vehicle that has remained illegally on public property for a period of more than three (3) days; or,
- (3) A vehicle that has remained on private property without the consent of the owner or person in control of the property for more than three (3) days, and meets all of the following criteria:
 - (a) The vehicle has no evidence of current registration in or upon the vehicle; and,
 - (b) The vehicle has a fair market value of five hundred dollars (\$500) or less; and,
 - (c) The vehicle does not have a valid inspection sticker.

Agency Tariff

A tariff issued by a publishing agent for one or more certified common or contract carriers under power of attorney issued by the carrier.

Applicant

A person or persons filing an application

Certificated Tower

A carrier possessing a certificate of public convenience and necessity issued by the Administrator, Division of Public Utilities and Carriers, for the purpose of transporting vehicles by the tow-away method.

Classification

A tariff containing a list of articles or commodities and the class ratings to which they are assigned for the purpose of applying class rates.

Class Rates

A rate which applies on one or more various articles according to the class ratings to which they are assigned.

Commodity Rate

A rate published to apply to a commodity specifically named or described.

Common Carrier

Any person who or which undertakes, whether directly or by any other arrangement to transport property, or any class or classes of property, by motor vehicle, between points within this state, for the general public, for compensation, over the publicly used highways of this state, whether over regular or irregular routes.

Contract Carrier

Any person who or which engages in transportation by motor vehicle of property in intrastate commerce, for compensation (other than transportation referred to in the preceding paragraph), under continuing contracts with one (1) person or an unlimited number of persons for the furnishing of transportation services of a special and individual nature required by the shipper and not generally provided by common carriers.

Division

Rhode Island Division of Public Utilities and Carriers.

Intervenor and/or Protestant

A person permitted to intervene in a proceeding to protect an alleged interest.

Legal Owner

The person who has obtained the ownership of a vehicle by any legal means but has not caused the vehicle to be registered with the Registry of Motor Vehicles.

Lessee

Motor Carrier leasing the vehicle.

Lessor

Individual or party owning the vehicle to be leased by the motor carrier.

Police Department

The police department of a city or town, or the Rhode Island state Police

Possessory Lien

The right to maintain possession of a vehicle and motor vehicle registration plates against all claims of the owner and/or security lien or until all charges are paid for recovery, towing, and storage in accordance with the certificated towers tariff.

Private Trespass

The unattended presence of a vehicle on private property without the consent of the owner or person in control thereof

Registered Owner

The person recorded in the Registry of Motor Vehicles as being the one to whom the registration of the vehicle was issued

Tariff

A publication containing rates, charges, classifications, or ratings.

Tow Truck

Any motor vehicle designated, and/or ordinarily used for the purpose of towing or removing vehicles assisting disabled motor vehicles.

Transferee

A person who seeks to acquire a certificate or permit from a transferor.

Transferor

A person who seeks to sell or assign a certificate or permit.

Unattended Vehicle

Any vehicle other than an “abandoned vehicle” or “abandoned vehicle of no value” that meets one of the following criteria:

- (1) A vehicle left unoccupied in a place or for a period of time prohibited by law or municipal ordinance or so as to cause traffic congestion or hazard; or,
- (2) A vehicle from which the operator or owner thereof has been removed by any member of a police department in the performance of his or her official duties; or,
- (3) A vehicle left on public or private property without the consent of the owner or person in control thereof, or own having exclusive right to the use thereof.

Vehicle or Motor Vehicle

Any vehicle, machine, truck, tractor-trailer, or semi-trailer propelled or drawn by any mechanical power and use upon the highways in the transportation of property, but does not include any vehicle or car operated on a rail or rails wither on or off the publicly used highways.

Rule No. 2 - HEARINGS-PROCEDURES

- (a) Applications filed for the purpose of securing an interstate carrier permit will not be subject to a formal hearing.
- (b) Any individual may appear before the Administrator in his own behalf. A party may be represented by an attorney or by a registered "practitioner" before the Interstate Commerce Commission.

(c)

(1) A protest filed with the Administrator, against the granting of an application, shall set forth specifically the ground or grounds upon which it is made and shall contain a concise statement of the interest the protesting party has in the proceeding. A protest shall be filed in writing within seven (7) days after notice of the filing has been given to the public by legal notice in the Providence Journal. A copy of any protest filed with the Administrator under this rule shall be served simultaneously upon the applicant.

(2) Protestants who have satisfied the requirement set forth in paragraph (c) (1) shall be treated as intervenors and accorded all the rights appropriate thereto.

(3) Protestants who are represented by legal counsel shall file with the Administrator, at least three days prior to the scheduled hearings, pre-filed direct testimony, in question and answer form, which shall be proffered by the protestant or protestants at the time of hearing, in lieu of traditional oral direct examination. A copy of this pre-filed direct testimony shall also be served upon the applicant, by certified mail, simultaneously. This requirement may be waived at the discretion of the hearing officer.

(4) Protestants filing pre-filed direct testimony shall make available at the time of hearing, the witnesses whose testimony has been pre-filed in order that the applicant and/or the Division will have an opportunity to cross-examine these witnesses. Subsequent to cross-examination, a protestant may elicit rebuttal testimony from the witness through direct oral examination.

(5) A member of the general public wishing to be heard at Division hearings, shall be allowed to voice their opinions on the record. These witnesses shall be limited to five minutes of testimony, or more, at the discretion of the hearing officer.

Rule No. 3 - TRANSFER OF OPERATING RIGHTS

(a) Stock Transfers, new Corporate Officers, or new "Board" Members must receive Administrator approval. Although a public hearing is not required, the Division reserves the right to conduct a hearing if deemed necessary.

(b) A proposed transfer of intrastate operating rights shall be approved only if the Administrator finds the transferee to be fit, willing and able, financially and otherwise, to engage in bona-fide motor carrier operations under such operating rights; further, the Administrator shall only reissue and transfer a certificate or permit to the transferee which does not exceed the scope of commodities which had been transported by the transferor during the sixty (60) day period immediately preceding the date when the transfer application was received for filing with the Division, and further, the remaining scope of commodities which had not been transported by the transferor during said period shall be revoked.

Rule No. 4 - FORM AND PREPARATION OF TARIFFS

(a) All tariffs and supplements thereto shall be in book, pamphlet, or loose-leaf form of page size 8 1/2 by 11 inches and shall be plainly printed.

(b) Pages of loose-leaf tariffs shall be printed and designated as "Original Page 1", "Original Page 2", etc. Each page must show at the top of the page the name of the motor carrier or agent, and the page number of the tariff. At the bottom of the page shall be shown the effective date, and the name, title, and street address of the issuing motor carrier or agent.

(c) A complete index, alphabetically arranged, of all articles upon which commodity rates named therein, together with reference to each item (or page) where a particular article is shown.

(d) Changes in rate, ratings, or other provisions of a tariff may be accomplished by issuing a supplement to the tariff.

The first supplement to a tariff must be designated on the upper right-hand corner of the title page as follows:

SUPPLEMENT NO. 1
TO

TARIFF NUMBER
EFFECTIVE (DATE)

Subsequent supplements shall be numbered consecutively or with a supplement number and letter suffix.

No more than three (3) supplements will be filed before a whole new tariff is required. Agency tariffs are exempt from this limitation.

(e) Each motor carrier of property shall post and file at each of its stations or offices, approved tariffs. Each of such carriers shall also maintain at its principal or general office a complete file of all tariffs approved by the Division and currently in effect.

(f) All tariffs approved by the Division shall be dated and stamped "Approved." If a tariff is not officially stamped and dated by the Division, it will be invalid.

(g) The form of the tariff for the shipment of household goods must be the same, or substantially similar to that attached as Appendix A to these rules.

Rule No. 5 - FILING OF CONTRACTS AND SCHEDULE OF RATES

(a) In accordance with the provisions of Rhode Island General Laws Section 39-12-15 and 39-12-16, every contract carrier shall file with the Administrator a copy of every contract in force, together with schedules of actual rates in effect.

CONTRACTS ON PUBLIC FILE WITH THE DIVISION ARE NOT OPEN FOR PUBLIC INSPECTION.

(b) When a contract is terminated and no longer in effect, the carrier shall notify the Administrator immediately in writing.

(c) Each schedule shall contain the identity of each shipper with whom the carrier has a contract in force.

Rule No. 6 - MAINTENANCE OF OFFICE IN RHODE ISLAND

Every common and contract motor carrier of property holding intrastate operating authority shall maintain an office within the state of Rhode Island unless a duly-authorized Rhode Island Agent of Process is on file with the Division. Recertification of such Agent of Process is required annually.

Complete business addresses for all certificate holders shall include the street, city or town, state, zip code and telephone number of the main office. Post office boxes will not accepted.

Rule No. 7 - VEHICLE MARKING AND IDENTIFICATION

The name as it appears on the certificate, or permit, street address, town or city, along with the certificate or permit number shall be displayed on both sides of every vehicle utilized as a common or contract carrier in letters visible at 50 feet. Appropriate abbreviations are acceptable. If business names are used in addition to the name on the certificate, the name must be registered with the Division. Only one business name can be used.

Rule No. 8 - PRESERVATION OF RECORDS

It Shall be the duty of motor carriers operating in intrastate commerce to retain for a period of at least three years, all freight bills, delivery receipts, shipping orders, tariffs or supplements, copies of contracts and schedules of actual rates, records of insurance coverage, and other prescribed business records. Such records may be maintained at a location other than the primary business office providing such records are available for retrieval upon request. Records must be maintained on the business premises for the most recent six month period.

Rule No. 9 - INFORMATION REQUIRED ON SHIPPING DOCUMENTS

(a) Pursuant to the provisions of Rhode Island General Laws, Section 39-12-28, common carriers of property, when issuing a receipt, freight bill, invoice or bill of lading to the shipper must show the following information thereon:

1. Date of shipment made.
2. Name of shipper and point of origin - name of consignee and point of destination.
3. Number of packages and description of packages being transported.
4. Weight, hours, volume or other arrangements upon which the transportation charges are based.
5. The rate assessed and the amount of freight charges, and accessorial charges, if any, to be collected.
6. The bill of lading presented to the shipper of household goods must be the same or substantially similar to that attached as Appendix B to these rules.
7. A "Truth In Coverage" Statement must be attached to a bill of lading issued to the shipper of household goods. The "Truth in Coverage" Statement must be the same as that attached as Appendix C to these rules.

(b) Common Carriers transporting automobiles by towaway method shall include the following information on their bills of lading:

1. Date of tow
2. Time of day tow performed
3. Exact location of vehicle pickup
4. Odometer reading of tow truck when leaving terminal
5. Odometer reading of tow truck when arriving back at terminal
6. Vehicle registration number (vehicle towed)
7. Person who requested tow
8. Description of all charges exacted and total amount billed to customer

Rule No. 10 - MOTOR CARRIER RECORDS AND REPORTS

(a) All common and contract carriers shall keep complete records of their operating expenses, operating revenues, and any other pertinent information in connection with such operations.

(b) Every motor carrier shall file with the Administrator, an annual report covering a period of twelve months ending on the thirty-first day of December of each year. Such reports shall be submitted to the Administrator no later than the thirty-first day of March of the following year.

Annual report forms shall be provided by the Administrator.

Rule No. 11 - NOTIFICATION REQUIREMENT FOR CERTIFICATED TOWING COMPANIES - POLICE DEPARTMENT ORDERED TOWS

(a) Notification of Registered Owner. A certificated tower removing an abandoned or unattended vehicle shall notify within seven (7) days thereof, by registered mail, return receipt requested, the last known registered owner of the vehicle, at the address shown in the records of the appropriate registry in the state in which the vehicle is registered, that the vehicle has been taken into custody. The certificated tower coming into possession of a vehicle in any lawful manner shall have a possessory lien on the vehicle and registration plates, so long as it retains possession, if it has fully complied with all notice requirements. If the certificated tower fails to notify the registered owner within seven (7) days as required by this subparagraph, the certificated tower may not charge the registered owner any fees for storing the vehicle that may accrue between the time the registered owner was required to be notified and the time the certificated tower actually effects such notification.

(b) Notification of All Known Lienholders of Record. A certificated tower removing an abandoned or unattended vehicle shall notify within fourteen (14) days thereof, by registered mail, return receipt requested, all known lienholders of record of the vehicle, at the address shown in the records of the appropriate registry in the state in which the vehicle is registered, that the vehicle has been taken into custody. The certificated tower coming into possession of a vehicle in any lawful manner shall have a possessory lien on the vehicle and registration plates, so long as it retains possession, if it has fully complied with all notice requirements. If the certificated tower fails to notify the all known lienholders of record within fourteen (14) days as required by this subparagraph, the certificated tower may not charge any known lienholder of record who was not notified any fees for storing the vehicle that may accrue between the time all known lienholders of record were required to be notified and the time the certificated tower actually effects such notification of that lienholder.

(c) Notification When Identity of a Registered Owner or Lienholder Cannot be Determined. If the identity of the last registered owner cannot be determined from the records of the appropriate registry in the state in which the vehicle is registered or by

searching the vehicle, or if the registration contains no address for the ownership, or if it is impossible to determine with reasonable certainty the identity and addresses of all lienholders, notice by publication in one newspaper of general circulation in the area where the vehicle was abandoned or left unattended shall be sufficient to meet all requirements of notice pursuant to this Rule. A notice by publication may contain multiple listings of abandoned or unattended vehicles. Any notice by publication shall be within the same time requirements prescribed above for notice by registered mail and shall have the same contents required for a notice by registered mail.

(d) Contents and Form of Notice. The notice shall be substantially in the form set out below, and shall describe:

Contents:

- (1) The year, make model and serial (VIN) number of the vehicle.
- (2) The name, address and telephone number of the certificated tower.
- (3) That the vehicle is in the possession of that certificated tower.
- (4) That recovery, towing, and storage charges are accruing as a legal liability of the registered and/or legal owner.
- (5) That the certificated tower claims a possessory lien for all recovery, towing, and storage charges.
- (6) That the registered and/or legal owner may retake possession at any time during business hours by appearing, proving ownership, and paying all charges due the certificate tower pursuant to its published tariff.
- (7) That should the registered and/or legal owner consider that the original taking was improper or not legally justified, he or she has a right to file an administrative complaint pursuant to chapter 12 of Title 39 of the Rhode Island General Laws to contest the original taking.
- (8) That if no claim is filed and the vehicle is not claimed and possession retaken or arranged for within thirty (30) days of the mailing of the notice, the lien will be foreclosed and the vehicle will be sold at public auction.
- (9) That the proceeds of the sale shall be first applied to recovery, towing and storage charges, with any excess proceeds being deposited as provided in accordance with R.I.G.L. §39-12.1-9(d)(3)
- (10) That any recovery, towing, and storage charges in excess of the sale proceeds shall remain as a civil obligation of the registered and/or legal owner.

Form:

To: (LAST REGISTERED OWNER/KNOWN LIENHOLDERS)

You are hereby given notice that a _____ (year, make, and model of vehicle, serial (VIN) number _____, is being stored at _____ (name, address and telephone number of storage facility.) The vehicle is in the possession of _____ (name, address and telephone number of certificated tower), having been towed at the direction of _____ (name of police department or person ordering tow) because _____ (reason for tow).

You are hereby given notice that recovery, towing, and storage charges, for which the registered and/or legal owner is liable, are accruing and that

_____ (tower's name, address and telephone number) has claimed a possessory lien, pursuant to R.I.G.L. §39-12.1-6, for the charges. You may take possession of the vehicle at any time during regular business hours by appearing with a police release, if required, and payment of all charges accrued to date of taking. Regular business hours are ___ through ___, Monday through Friday, and 8:00 a.m. through ___ a.m. (must be through at least 12:00 a.m. on Saturday (list Sunday hours if appropriate).

If you claim that the original towing was improper or not legally justified you may contest the towing by filing a complaint within ten (10) days from the date of this notice with the Motor Carrier Section, Rhode Island Division of Public Utilities and Carriers, 89 Jefferson Boulevard, Warwick, Rhode Island 02888, provided that security in an amount and form satisfactory to the Division of Public Utilities and Carriers is posted with the filing of the complaint.

You are further given notice that if you fail to file a complaint or fail to retake possession of the vehicle, the vehicle will be sold at public auction and the proceeds of the sale will be first applied to recovery, towing and storage charges with any excess to be deposited with the Division of Public Utilities and Carriers to be held in an account for the registered or legal owner or entitled lienholder as provided for in R.I.G.L. §39-12.1-9(D)(3).

You are further given notice that any recovery, towing and storage charges in excess of the sale proceeds shall remain as a civil obligation of the owner.

(Name and address of certificated tower or attorney)

Rule No. 11.1 - NOTIFICATION REQUIREMENTS FOR CERTIFICATED TOWING COMPANIES -PRIVATE TRESPASS TOWING

(a) The owner or person in control of any parcel of property may cause to be removed from the property a vehicle which is trespassing upon the property without the consent of the owner or person in control of that vehicle by retaining in writing a certificated tower to remove the trespassing vehicle to the certificated tower's private impoundment lot.

This procedure may be undertaken and accomplished without the need to resort to judicial process provided:

- (1) The impoundment lot shall be within ten (10) miles of the point of removal;
- (2) The lot shall be open for business to release the vehicle the same hours it is open to receive the vehicle; and,
- (3) There shall be posted on the outside of the office of the lot the business hours.

(b) All charges for recovery, towing, and storage shall be in accordance with the certificated tower's published tariff and shall be borne by the last registered and/or legal owner of the vehicle for which charges the certificated tower shall have a possessory lien as set forth in Rule 11 and Chapter 12, Title 39, Rhode Island General Laws. However, should the last registered and/or legal owner prove through judicial process that the vehicle was not in fact trespassing on the property of the owner or person in control, the charges shall be borne by the owner or person in control of the property who ordered the towing, removal, relocation and storage. The last registered and/or legal owner shall as a prerequisite to any procedure to recover the charges from the owner or person in control of the property, pay in full all charges assessed due the certificated tower in accordance with its published tariff.

(c) A certificated tower shall remove vehicles from private property at the direction of the owner or person in control thereof only upon receiving the direction in writing and notice shall be kept in the records of the certificated tower and which writing shall be a complete defense to any civil and criminal charges resulting from the removal of the vehicle. Notification of the registered and/or legal owner, as well as all known lienholders of record, shall be made by the certificated tower in accordance with the provisions of Rule 11.

Rule No. 11.2 - IMMEDIATE RELEASE OF PETS OR OTHER PERSONAL ITEMS FROM TOWED AUTOMOBILES

- (a) Whenever a vehicle that contains an animal is towed by a certificated towing company, said towing company shall notify either the local animal control officer or the Police Department within the particular city or town from which the vehicle was towed.
1. This notification shall be accomplished immediately upon towing of the vehicle.
 2. In the event the owner of the vehicle, or the individual in control of the vehicle, is present at the time of the tow, the towing company shall release the animal immediately regardless of whether towing charges have been paid.
- (b) Whenever a vehicle that contains personal items is towed by a certificated towing company, said towing company shall release those personal items to the owner of the vehicle, or to the individual in control of the vehicle, immediately upon request, regardless of whether the towing charges have been paid. R.I.Gen. Laws §39-12.1-6

affords the certificated tower a possessory lien only on the vehicle itself and the registration plates of the vehicle.

Rule No. 12 - LIABILITY AND CARGO INSURANCE FILINGS

(a) Certificated common carriers shall file with the Administrator a certificate of insurance or bond with respect to public liability and property damage insurance coverage.

(b) Certificated common carriers shall file with the Administrator a certificate of insurance or bond for cargo insurance. Such certificate need not be filed by motor carriers who transport bulk commodities transported by dump vehicle.

Rule No. 13 - ISSUANCE OF TEMPORARY PERMITS TO INTERSTATE TRUCKERS

Interstate carriers seeking "temporary" vehicle registration permits shall be assessed the same fees as required under Section 39-12-26 of the General Laws of Rhode Island entitled "Registration and Certification of Vehicles." No more than three (3) temporary permits shall be allowed per quarter (three months).

Rule No. 14 - GENERAL LEASE PROVISIONS

No common carrier by motor vehicle and no contract carrier by motor vehicle shall perform authorized transportation in a power unit consisting of a straight truck, tractor, van or automobile with or without driver, which such common carrier or contract carrier does not own unless there is in effect with respect to such equipment a lease which shall be in writing and signed by the parties thereto and subject to the following general conditions:

(a) The lease shall contain a description specifying the make, type, year of manufacture, motor number(s) of registration and license plate number(s) of the leased equipment, and shall state whether a driver is to be supplied by the lessor for the operation of said leased equipment.

(b) The lease shall provide that the lessee shall have the exclusive possession, control, and use of the equipment for the duration of the lease. The lease shall further provide that the lessee shall assume complete responsibility for the operation of the equipment for the duration of the lease.

(c) The lease shall specify the time and date on which said lease begins and the date on which it terminates.

(d) The lease shall preclude the possession, control or use of the equipment by anyone but the lessee for the duration of the lease.

(e) The lease shall be executed in triplicate, the original to be retained by the lessee, one copy to be retained by the lessor, one copy to be filed with the Division unless a copy of the lease is carried on the equipment. The lessee shall keep with the equipment a statement certifying that the equipment is being operated by it. The statement shall also specify the name of the owner, the date and length of lease, any restrictions in the lease relative to the commodities to be transported, and the address where the original lease is kept by the lessee.

(f) During the period of the lease, the carrier shall identify the equipment in accordance with Division Rules and Regulations. At the termination of the lease period, the lessee shall recover from the lessor any plates, vehicle identification devices or permits issued to the lessee and used on the leased equipment during the term of the lease.

II. OWNER-OPERATED EQUIPMENT

When the equipment to be leased is to be operated for the lessee by the owner or an employee of the owner of said equipment, then, in addition to the preceding general lease conditions the following specific conditions must be met:

(a) As the principal purpose of these regulations is to permit common carriers and contract carriers to perform transportation in power units that they do not own, nothing contained herein should be construed as allowing such common carriers and contract carriers to abandon their responsibility to provide the transportation services described in their certificates or permits.

(b) The period for which the lease applies shall be 7 days or more.

(c) The amount to be paid by the lessee for the equipment shall be clearly stated on the face of the lease or in an addendum which is attached to the lease. In addition, the lease must disclose which of the parties is ultimately responsible for the payment of the cost of fuel, road use taxes, excise taxes, fuel taxes, repairs, maintenance, permits of all types, tolls, ferries, plates, detention and accessorial charges and any unused portions of such items.

(d) The compensation stated on the lease or in an attached addendum may apply to the equipment and driver's services either separately or as a combined amount.

(e) The lease shall clearly specify that the lessee shall be responsible for providing cargo insurance and shall specify that the lessee shall carry a secondary or umbrella policy over that of the lessor for public liability and other property damage coverage.

(f) The lease shall clearly specify all items that must be initially paid for by the lessee but ultimately deducted from the lessor's compensation at time of payment.

(g) For those lessors whose revenue is based on a percentage of the gross revenue for a

shipment, the lease shall specify that the lessor shall have the right to examine or copy the rated pro or freight bill at the time of settlement.

(h) The lease shall specify that payment to the lessor shall be made within 15 days after submission of the necessary delivery documents concerning a trip in service of the lessee. The lease shall clearly specify all events, conditions, and requirements that are necessary before the lessor can receive payment, including a statement of the delivery documents and other paperwork that must be submitted. All placards and licenses belonging to lessee must be returned upon termination of lease.

(i) In the event any common carrier or contract carrier by motor vehicle holding authority issued by the Department, who, by utilizing leased equipment fails to assume complete responsibility and control of operations conducted with leased equipment, such carrier will be considered to have violated the conditions of its certificate or permit and, after hearing, such certificate or permit may be suspended or revoked by the Department. For the purpose of this rule, the term "Responsibility and Control" shall mean that all job assignments to the lessor are only authorized when received by the lessee. No independent solicitation is authorized.

III. HAZARDOUS MATERIALS

Whenever leased equipment is used to transport hazardous materials, the lessee shall be responsible for meeting all requirements of federal and state laws and regulations governing the transportation of such materials.

IV. IDENTIFYING MARKS

No common carrier by motor vehicle or contract carrier by motor vehicle shall operate leased equipment on any roadways unless such equipment is identified as provided in 39-12-26.

V. RENTAL TO PRIVATE CARRIERS OR SHIPPERS

Unless such service is specified in their operating authority, no common carrier by motor vehicle or contract carrier by motor vehicle, shall rent equipment with drivers to private carriers or shippers, and no such common carrier shall rent equipment without drivers to private carriers or shippers.

VI. EXCEPTIONS

The rules of this chapter shall not apply to equipment without drivers leased by a common carrier or a contract carrier by motor vehicle from a person, partnership, or corporation whose principal business is the leasing of equipment without drivers for compensation.

VII. EXCLUSION OF OWNER/OPERATOR METHOD IN THE TRANSPORTATION OF USED MOTOR VEHICLES

No common carrier or contract carrier shall transport or tow used motor vehicles with leased equipment where the driver of the equipment is the lessor or is an employee of the lessor.

Rule No. 15 - SAFETY REGULATIONS

All common or contract carriers shall be subject to the rules and regulations adopted by the U.S. Department of Transportation governing:

- (a) the safety of motor carrier operations and equipment, and
- (b) the transportation of hazardous materials.

Rule No. 16 - PENALTY

Under Rhode Island General Laws, Section 39-12-35 and 39-12-36, it states that any certificate or permit holder who shall violate any statute, rule, or regulation promulgated by the Division shall be subject to suspension, revocation, or a fine not to exceed \$1,000 per violation.

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Item 1 Application of Rates

Rates in this tariff apply on personal household goods and effects moving between points within Rhode Island, with loading at one point at origin and unloading at one point at destination.

Item 2 Definition of Terms

“Personal Household Goods and Effects”, means new or used personal effects and property normally used in a residential dwelling.

“Commercial Household Goods”, means furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals, or commercial establishments; articles also include objects of art, displays, and exhibits, which, because of their unusual nature and / or value, require specialized vehicles, handling equipment and labor utilized in the moving of household goods.

“Pickup”, means calling for, loading and/or receiving goods and providing a receipt for such at shipper's residence or place of business directly accessible to carrier's vehicle.

“Delivery”, means unloading or transferring the goods and obtaining a receipt for the goods at consignee's residence or place of business directly accessible to carrier's vehicle.

“Warehouse Pickup or Delivery”, means loading or unloading at only doors, platforms or other points convenient or directly accessible to the carrier's vehicle.

“Linehaul”, means the service of traveling between pickup point and delivery point.

“Travel Time,” means and includes the time spent traveling from dispatch point/terminal to initial pick-up point, linehaul, and time spent traveling from final delivery point back to dispatch point/terminal.

Item 3 Limitations and Restrictions

The obligation to accept articles for shipment shall be subject to the capacity and availability of appropriate type of vehicle; restrictions of streets, highways, bridges or other structural impairments; and to the requirements of laws, ordinances, or regulations.

Rates do not provide for protection from cold or heat, nor is carrier obligated to provide heated or refrigerated service, except as may be provided for in this tariff.

Except as may be provided, nothing in this tariff shall require a carrier to perform pickup, linehaul or delivery service between the hours of 5:00 PM and 7:00 AM; nor on Saturday, Sunday, New Year's Day, Presidents Day, Good Friday, RI Independence Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Election Day, Thanksgiving, or Christmas as may be observed on such various days as are appointed by the Governor or state government of RI, or the president or congress of the US.

Item 4 Prepayment or Guarantee of Charges

Carrier can require a written guarantee of the total charges, or the prepayment of charges at pickup, or payment in full at time of delivery. Carrier must inform shipper prior to pickup of the terms of payment and the required method of payment, viz; Cash, personal or certified check.

Nothing herein shall limit the right of the carrier or its agent, prior to or at time of shipment, to require the payment, in full or in part, or a written guarantee of the total applicable legal charges.

Carrier has the right to retain possession of any property transported by it, or to place the same in storage at the expense of the shipper, until all charges have been paid in cash, money order or certified check.

Item 5 Bill of Lading

When property is transported subject to this tariff, carrier must issue a Bill of Lading, with a “Truth in Coverage” Statement Attached, to the shipper of the goods and shall be liable to shipper for any loss or damage to the property caused by carrier. The Bill of Lading used must conform in content and format to that appended to the Rules and Regulations Governing Transportation Provided by

Motor Carriers of Property. No contract, receipt, rule, regulation, limitation or notation whatsoever shall exempt the carrier from this liability, dependent upon value, agreed upon by shipper and approved and authorized by the RIDPUC.

The entire agreement between the parties is contained in this tariff, the Rules and Regulations of the Division and the Laws of the State of Rhode Island, and the Bill of Lading and attached "Truth in Coverage" Statement.

a. Upon completion of services at destination, the Bill of Lading will be completed, and shall contain all charges for transportation based on actual time consumed for each vehicle with driver, helpers, packers, packaging and packing materials, and such other charges as may be applicable under the rules, rates and charges contained in this tariff.

b. In the spaces provided in Section 3 of the Bill of Lading, the carrier must record the "Start Time:" the hour and minute the carrier started, "End Time:" the hour and minute the carrier completed the job, and "Lunch Time:" the hours and minutes spent for meals and downtime.

(See Items numbered 9, 10, and 11)

Item 6 Shipper's Choice of Loss Coverage Required

The following conditions must be met prior to loading the shipment for relocation:

Only one coverage must be selected and options cannot overlap:

Every shipper or agent must choose between DEPRECIATED VALUE AND RELEASED VALUE coverage for the shipment. This statement is binding on the shipper and carrier; and, it shall be made a part of the Bill of Lading and shall be executed by choosing and checking one of the choice below:

If the shipper or its agent does not choose one of the two coverage options, the default coverage will be depreciated value coverage. (Issued per Order No. 10102, dated April 24, 1980, of the RIDPUC.)

Item 7 Restriction of Articles

Carrier will not accept any Hazardous Materials. Any party concealing such material shall be liable and shall indemnify the carrier against all loss caused by the shipping of such goods.

Carrier will not accept any article that is liable to damage equipment and/or property.

Carrier will not be liable for loss or damage of Articles of Extraordinary Value in its possession without its knowledge. A special agreement can be made to carry such goods, as provided for in the bill of lading.

Carrier will not accept articles, which cannot be taken from or placed into a building without damage to the article and/or building; except with a written release from owner, shipper, consignee or their agent acknowledging and assuming responsibility for such damage to article and/or building. This release excludes any damage to the article and/or building caused by negligence of the carrier.

Carrier will not accept articles manufactured from particleboard, unless article is disassembled and knocked down flat by owner for the move; or with a written release from owner assuming responsibility for damage, other than damage caused by negligence of the carrier.

Item 8 Inspection and Repackaging

Carrier has right to inspect contents of packages to determine the character and condition of the property being moved.

Furniture or fragile articles, packed by shipper, must be properly supported and cushioned and the container must be marked as to the fragile nature of the contents.

Carrier has right to refuse articles that are improperly packed and are susceptible to damage because of the inadequate packaging. At the request of shipper or agent, carrier will properly repackage at charges shown in this tariff.

Item 9 Computation of Time

Time of service shall be computed from the time the vehicle reports at point of origin until delivery has been completed at destination, plus traveling time from terminal and return thereto, less time spent for meals and downtime (see Item 5 (c) and Item 11).

Item 10 Disposition of Fractions

Unless otherwise provided in this tariff, to dispose of fractions in computing a rate or charge, omit fractions of less than one-half (1/2) of one cent, or increase to the next whole figure those fractions which are equal to or more than one-half (1/2) cent.

Item 11 Hourly Rates: Method of Computation

Charges based on time shall be computed by multiplying the hourly rate by the time-period involved. Fractions of an hour shall be disposed of as follows:

- a. Where the time involved is less than 15 minutes,
the charge shall be for one-quarter of an hour;
- b. When in excess of 15 minutes but not more than 30 minutes,
the charge shall be for one-half hour;
- c. When in excess of 30 minutes but not more than 45 minutes,
the charge shall be for three-quarters of an hour;
- d. When in excess of 45 minutes but not more than 60 minutes,
the charge shall be for one hour.

Item 12 Advancement of Charges

Carrier may advance charges, only at the owner's request, for services necessary to facilitate the movement of goods; viz, appliances removal and/or installation; or any other circumstance requiring special equipment, skills or licensing. When carrier engages the third party at the request of and as agent of the owner, carrier will not be liable for third party activities or conduct, amount of charges, nor for the quality or quantity of services. The advance charges will be in addition to tariff charges and will be supported by third party's invoices.

Item 13 Vehicle and Driver Required

Carrier shall not supply a vehicle without a driver.

Item 14 Perishable Foods

Except as otherwise provided in this Item, carrier shall not accept for shipment any frozen foods or any other articles requiring refrigeration. At the carrier's option, frozen foods may be accepted for transportation, provided:

- a. The food is contained in a freezer which at time; of loading is operating at normal deep-freeze temperature;
- b. The shipment is to be transported not more than 80 miles and or delivery be accomplished within 24 hours from time of loading;
- c. No storage of the shipment is required; No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods are required of carrier;
- d. Carrier will not be responsible for the condition or the flavor of the food.

Item 15 Disassembling and Reassembling

Transportation charges do not include the cost of removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any indoor or outdoor articles. Charges for this service are listed in Item 500 of this tariff.

Item 16 Waiting or Delay Time

Rates and charges for waiting or delay time shall be as shown in Item 500 and of this tariff. Charges apply to vehicle and crew and shall apply when vehicle is held for the convenience of the shipper and / or consignee, through no fault or neglect of the carrier or its agent.

Item 17 Furnishing Helpers

Carrier will furnish the number of helpers expected to be necessary to properly handle the shipment to be transported.

On request of the shipper, the carrier may furnish additional helpers at the applicable rates for helpers. Charge will be in addition to all other applicable charges. Charges for this service are listed in Item 500 of this tariff.

Item 18 Hoisting and/or Lowering of Articles

Hoisting or lowering services will be performed at points only where carrier has equipment and qualified personnel necessary to perform such service, weather conditions permitting. Otherwise, upon request of shipper, or owner of the goods, the carrier, as agent of and for and on behalf of the shipper or owner, will attempt to arrange for service, at the expense and risk of the shipper or owner of the goods. In such instances the carrier shall not be responsible for damage or loss of the shipment or property when in possession of the third party.

Item 19 Toll Charges

Where delivery of any commodity covered by this tariff must be made by use of a toll bridge or ferry, the actual cost (prevailing charges) will be added to all other charges. In addition to the charge to be collected on the loaded movements, the same charges will also apply on the return of the carrier's vehicle.

Item 20 Cross Reference to Charges, Items, Notes or Rules

Where reference is made in this tariff to charges, items, notes or rules, such reference will also embrace any revision of successive issues of such charges, items, notes or rules.

RULES GOVERNING FILING OF CLAIMS OR SUITS

Item 300 Loss, Damage or Overcharge Claims or Suits.

NOTE: Notations of loss, damage or overcharge made at the time of delivery on the Bill of Lading, do not constitute the filing of a claim.

Any claim for damage, loss or overcharge shall be filed with the carrier in writing by the claimant; and shall be accompanied by the paid original bill to the carrier. In lieu thereof, carrier may require certified or sworn statement of claim.

Carrier must be notified of any concealed damage and shall be allowed the opportunity to inspect articles damaged, the package, and packing material.

Carrier's liability for sets or matched articles shall be limited to repair or replacement of the lost or damaged item only.

Carrier's liability shall not exceed cost of repairing or replacement of lost or damaged article with like kind and quality, not to exceed the depreciated value, and in no event a greater amount than the released value declared on the Bill of Lading.

Loss or Damage: Claims for loss and/or damage must be filed with the carrier, in writing, within nine months after delivery of the property, or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and, suits shall be instituted against the carrier only within two years and one day from the day when notice, in writing, is given by the carrier to the claimant, that the carrier has disallowed the claim, or any part or parts thereof, specified in the notice. When claim is not filed or suit is not instituted in accordance with the foregoing provisions the carrier shall not be liable, and, such claims or suits shall not be paid.

Overcharge: Claims for overcharge payments must be filed with the carrier, in writing, within two years after delivery of the property; and suits shall be instituted against carrier within two years and one day from the day when notice, in writing, is given by the carrier to the claimant that the carrier has disallowed the claim. When claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such claims or suits shall not be paid.

Carrier's Acknowledgement of Claim: When a claim is filed, the carrier shall acknowledge receipt of the claim, in writing to the claimant, and within thirty (30) days after the date of its receipt by the

carrier unless the carrier shall have paid or declined such claim in writing. The carrier shall also indicate in its acknowledgement if any additional documentary evidence or other pertinent information may be required to further process the claim.

Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim.

ACCESSORIAL SERVICES

Charges for materials and the accessorial services shown in this Section shall be in addition to all other rates and charges named in this tariff

Item 400 Materials, Delivery, Packing and Unpacking of Containers

Charges in the "Container and Packing" column shall only apply Monday through Friday and, then, only between the hours of 8:00 AM to 5:00 PM.

At the request of the shipper, the carrier will deliver containers to such shipper; the delivery charge shall be assessed at rates applicable to vehicle and driver as shown in Item 500, as may be amended, of this tariff.

At the request of shipper/consignee, unpacking of containers will be performed by the carrier; a charge shall be assessed at rates applicable to helper-per-man as shown in Items 500, as may be amended, as may be the case, of this tariff.

At the request of the shipper overtime-packing of containers will be performed by the-carrier; a charge shall be assessed at appropriate rates, applicable to helper-per-man as shown in Items 500 or 600, as may be amended, as may be the case, for labor plus applicable charges shown in the "Container Charge" column.

TYPE OF CONTAINER	CONTAINER AND PACKING	CONTAINER CHARGE
<u>BARRELS, DISHPACKS OR DRUMS</u>	<u>\$16.50</u>	<u>\$6.70</u>
CARTONS, Not over (in cu. ft.):		
1.5	3.90	1.50
3.0	5.95	2.25
4.5	7.40	2.65
6.0	8.05	3.05
6.5	9.15	3.05
CARTONS, MATTRESS:		
Crib	4.25	2.25
(S) Mattress 39x75	6.90	4.25
(D) Mattress 54x75	7.80	5.20
(K/Q) Mattress 54x75 M/T	12.25	8.00
(E/L) Mattress 39x80	8.00	5.30
<u>CARTONS, MIRROR:</u>	<u>13.10</u>	<u>6.45</u>
<u>CARTONS, COMMERCIAL TOTE:</u>		<u>2.00</u>
<u>CARTONS, WARDROBE:</u>	<u>9.10</u>	<u>6.65</u>

<u>COVERS, PAPER OR PLASTIC:</u>	4.25	3.00
<u>CRATES AND/OR CONTAINERS:</u>		
<u>Per cubic foot</u>	4.00	
<u>Minimum Charge</u>	15.00	

Item 401 Inventory

The Carrier is responsible for the delivery of all items listed on an inventory made pursuant to a move, whether made by the Carrier or the Shipper, as long as the inventory is signed by both the carrier and the shipper.

Item 405 Accessorial Labor Charges

The charge named in this Item shall cover all accessorial services for which no charges are otherwise provided in this tariff. Such charge shall be in addition to all other charges accruing on any involved shipment.

The charge will apply only when such unnamed service is requested by the shipper and / or consignee.

The charge per man furnished, shall be equal to the total number of hours consumed (less meal times) multiplied by the applicable hourly rate applicable to helper-per-man as provided in Items 500, as may be amended, and as may be the case, of this tariff (see Item 11).

Item 500 Rates and Charges

UNIFORM HOUSEHOLD GOODS BILL OF LADING, FREIGHT BILL AND CONTRACT

Bill of Lading # _____

Carrier: _____ Truck#: _____ RIPUC#: _____ Phone#: _____

ORIGIN: _____ DESTINATION: _____
Shipper: _____ Tele#: _____ Consignee: _____
(or Representative)
Address: _____ Address: _____
_____ Floor _____ _____ Floor _____

City/State/Zip: _____ City/State/Zip: _____

Pack Date(s) _____ Type of Shipment: _____ COD _____ or Bill _____
Load Date(s) _____ Bill to: _____
Delivery Date(s) _____

SECTION 1: Coverage:
I have read the attached "TRUTH IN COVERAGE" statement and have chosen the following coverage for this move:
 DEPRECIATED (ACTUAL) VALUE
Declared Value _____
 RELEASED (\$0.60 per pound per article) VALUE
Signature of Shipper _____ Date _____
(or Representative of Shipper)
Signature of Carrier _____ Date _____
(or Representative of Carrier)
TOTAL CHARGES FOR SECTION 1: \$ _____

I Declaration of items with a value over \$2000.00:
I Item: _____ Value: _____
I _____
I _____
I _____
I _____
I _____
I SPECIAL INSTRUCTIONS: _____
I _____
I _____
I _____
I _____

SECTION 2: Number of packages and description of packages being transported: [Attach additional page(s) if needed]

SECTION 3: Hourly transportation charges accrue from time truck leaves warehouse until time truck returns to warehouse.
WORKERS ON THIS MOVE: 1 Driver; _____ Laborers
Regular Time (Rate A): _____ x _____ hours
Less Meal AND Break times - Start: _____ End: _____
Weekend Time (Rate C): _____ x _____ hours
Less Meal AND Break times - Start: _____ End: _____
START: _____ END: _____
Overtime (Rate B): _____ x _____ hours
Less Meal AND Break times - Start: _____ End: _____
TOTAL CHARGES FOR SECTION 3: _____

SECTION 4: Packing related charges
Explanation: _____

TOTAL CHARGES FOR SECTION 4: _____

SECTION 5: Advanced charges
Explanation: _____

TOTAL CHARGES FOR SECTION 5: _____

I HEREBY ACKNOWLEDGE RECEIPT OF MY BELONGINGS IN GOOD CONDITION, WITH EXCEPTIONS LISTED BELOW:

I Subtotal Section 1: _____
I Subtotal Section 3: _____
I Subtotal Section 4: _____
I Subtotal Section 5: _____
I
I **TOTAL CHARGES: _____**

FULL PAYMENT DUE UPON DELIVERY IN CASH, MONEY ORDER, CERTIFIED CHECK, CREDIT/DEBIT CARD.
THE MOTOR CARRIER'S SECTION OF THE R.I. DIVISION OF PUBLIC UTILITIES AND CARRIES REGULATES INTRASTATE MOVES OF HOUSEHOLD GOODS. CALL 941-4500 FOR MORE INFORMATION.

TRUTH IN COVERAGE STATEMENT

(ATTACHMENT TO HOUSEHOLD GOODS MOVERS' BILL OF LADING)

CARRIER: _____ SHIPPER: _____

DATE: _____ BILL OF LADING #: _____

DEPRECIATED (ACTUAL) VALUE:

If any article is lost, destroyed or damaged while in your mover's custody, your mover will be required to either repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs, or reimburse you the depreciated (actual) value of the item.

Signature of Shipper or Representative

RELEASED VALUE:

If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the ACTUAL WEIGHT of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. For example, if a 100-pound television, valued at \$1000.00 is lost or destroyed, the mover would be liable for no more than \$60.00 (60¢ x 100 pounds.) Recovery under this level of coverage is considerably less than the average value of household goods. If you wish to choose this level of coverage, write the words "SIXTY CENTS PER POUND" on the line below:

Signature of Shipper or Representative